



सत्यमेव जयते

झारखण्ड गजट

असाधारण अंक

झारखण्ड सरकार द्वारा प्रकाशित

संख्या 309 राँची ,सोमवार 21 वैशाख, 1937 (श०)
11 मई, 2015 (ई०)

परिवहन विभाग

संकल्प

7 मई, 2015

विषय: झारखण्ड राज्य में कोयला परियोजनाओं से संबंधित रेलवे की आधारभूत संरचना तैयार करने के लिए रेल मंत्रालय, कोयला मंत्रालय, भारत सरकार एवं झारखण्ड सरकार के बीच Joint Venture/ SPV स्थापित किये जाने के लिए Memorandum Of Understanding (MOU) पर स्वीकृति के सम्बन्ध में ।

संख्या- परि०वि० (विविध 21/2015/534 -- माननीय रेल मंत्री भारत सरकार के पत्र सं० 2014/W-I/ Genl.SPV/Odisha दिनांक 18 दिसम्बर, 2014 के द्वारा झारखण्ड सरकार से यह अनुरोध किया गया है कि राज्य में रेलवे नेटवर्क स्थापित करने के लिए Special Purpose Vehicle (SPV) गठित करने पर राज्य सरकार की सहमति दी जाय ताकि इस सम्बन्ध में Memorandum Of Understanding हस्ताक्षरित किया जा सके।

2. राज्य सरकार द्वारा झारखण्ड राज्य में रेल परियोजनाओं के लिए Special Purpose Vehicle (SPV) गठित करने के सम्बन्ध में सहमति संसूचित की गयी है ताकि राज्य में अनुसूचित जनजाति की एक बड़ी आबादी तथा खनिज भण्डार होने के कारण रेलवे की आधारभूत संरचनाओं का निर्माण किया जा सके।

3. कोयला मंत्रालय, भारत सरकार के पत्रांक 43012/11/2015-CPAM दिनांक 12 मार्च, 2015 के द्वारा रेल मंत्रालय, कोयला मंत्रालय एवं झारखण्ड सरकार के बीच होने वाले Memorandum Of Understanding (MOU) का प्रारूप भेजा गया है Annexure 1। झारखण्ड राज्य में कोयला परियोजनाओं के लिए रेलवे की आधारभूत संरचना बनाने हेतु Joint Venture/Special Purpose Vehicle गठन किये जाने के लिए त्रिपक्षीय MOU में मुख्यतः निम्न बातों का उल्लेख है:-

- I. Projects important for coal connectivity, as agreed by the Parties, will be taken up for development, financing and implementation
- II. The development of the corridors shall be implemented either through the proposed JV or through a separate project specific Joint Venture Companies (JVCs)/SPVs as per IR standards.
- III. Critical coal sidings will be fully funded by the respective coal companies. The doubling/3rd line/Traffic Facility projects, which have a close interface with the existing IR network, shall be implemented by Indian Railways with possible funding by JV/JVCs through an appropriate mechanism as mutually agreed.
- IV. The JV will have the following share holding.

Party	Equity Share
"MoC" or its nominated PSU	64 %
"MoR" or its nominated PSU	26 %
"GoJ" or its nominated PSU	10 %

The project specific JVCs will further explore participation of private investors, project promoters and other stakeholders including state governments in the project equity.

- V. The JV will have an authorized share capital of Rs. 1000 Cr. With initial paid-up capital of Rs.50 Cr.

VI. Board of Directors (BoD) of the JV shall have part-time, full time and independent directors as per extant provisions. Chairman of the Board shall be from the Ministry of Coal.

VII. The JV/JVCs shall enter into separate project specific concession agreement with MoR.

4. अतः झारखण्ड राज्य में Coal Connectivity से संबंधित रेल परियोजनाओं के लिए रेल मंत्रालय, कोयला मंत्रालय एवं झारखण्ड सरकार के बीच Joint Venture/Special Purpose Vehicle स्थापित करने एवं इस हेतु Memorandum Of Understanding (MOU) (MOU प्रारूप अनुलग्नक 1)की स्वीकृति मंत्रिपरिषद् की दिनांक 28 अप्रैल, 2015 को सम्पन्न बैठक में प्रदान की गई है ।

झारखण्ड राज्यपाल के आदेश से,

(ह0/-) अस्पष्ट,

सरकार के सचिव ।

Annexure-1

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made on the day of, 2015 by and between :

The Ministry of Railways, represented by the Chairman, Railway Board, (hereinafter referred to as "**MoR**").

The Ministry of Coal represented by Secretary Coal, (hereinafter referred to as "**MoC**").

AND

The Government of Jharkhand represented by Chief Secretary (hereinafter referred to as "**GoJ**")

The expressions "**MOR**", "**MoC**" and "**GoJ**" shall, wherever the context admits, mean and include their respective successors-in-interest and permitted assigns and shall hereafter be referred to individually as "Party" and collectively as "Parties".

WHEREAS, this MOU is signed between Ministry of Railways, Ministry of Coal and Government of Jharkhand, for formation of a Joint Venture (JV) to undertake project development, financing and implementation of identified projects, MoR, MoC and GoJ will participate in the equity on its own or through its Public Sector Undertakings (PSUs) as nominated.

AND WHEREAS, the Parties agree that there is a need for development of rail infrastructure for evacuation of coal through rail.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby have agreed upon the following:

- I. Projects important for coal connectivity, as agreed by the Parties, will be taken up for development, financing and implementation.
- II. The development of the corridors shall be implemented either through the proposed JV or through a separate project specific Joint Venture Companies (JVCs)/SPVs, as per IR standards.
- III. Critical coal sidings will be fully funded by the respective coal companies. The doubling/3rd line/Traffic Facility projects, which have a close interface with the existing IR network, shall be implemented by Indian Railways with possible funding by JV/JVCs through an appropriate mechanism as mutually agreed.
- IV. The JV will have the following share holding.

Party	Equity Share
"MoC" or its nominated PSU	64 %
"MoR" or its nominated PSU	26 %
"GoJ" or its nominated PSU	10 %

The project specific JVCs will further explore participation of private investors, project promoters and other stakeholders including state governments in the project equity.

- V. The JV will have an authorized share capital of Rs. 1000 Cr. with initial paid-up capital of Rs.50 Cr.
- VI. Board of Directors (BoD) of the JV shall have part-time, full time and independent directors as per extant provisions. Chairman of the Board shall be from the Ministry of Coal.
- VII. The JV/JVCs shall enter into separate project specific concession agreement with MoR.
- VIII. Acquisition of land required for the project shall be done by JV/JVCs. Entire costs of the land shall be borne by the JV/JVCs. The JV/JVCs shall also be responsible for payment of the

compensation of the land and also implementation of the Rehabilitation plan as per Rehabilitation Policy of the State Government. However, the Doubling/3rd line/4th line/Traffic facilities works, land, if required will be acquired by IR at its cost.

- IX. "GoJ" shall facilitate in completing the process of land acquisition and environmental/forest clearance(s) for the Projects as required.
- X. The construction work of the railway lines shall be undertaken only after process of land acquisition and environmental / forest clearance(s) have been completed, and financial closure has been achieved.
- XI. "MoR", MoC" and "GoJ" shall provide the requisite statutory support wherever required to the JV/JVCs to ensure expeditious completion and commissioning of the Projects.
- XII. JV/JVCs at its own cost will carry out preliminary activities like final location, survey of alignment (survey and investigations etc.), preparation of feasibility/bankability report to establish the project cost, alignment, requirement of land acquisition/rehabilitation, resettlement, other project related requirements and viability of the Projects.
- XIII. MoC or its PSU shall take necessary steps for the formation of the JV/JVCs in consultation with MoR or its PSU and "GoJ" or its PSU. The expenditure on formation of the JV/JVCs shall be funded by MoC or its PSU, this shall be reimbursed by the JV/JVCs.
- XIV. JV/JVCs shall enter into separate project specific operational agreements with MoR for the operation and maintenance of the assets.
- XV. JV/JVCs shall take employees on deputation basis and can recruit employee on contractual basis.
- XVI. Chief Executive Officer of the JV Shall be an officer preferably with Railway/Infrastructure background.
- XVII. Each Party shall nominate at least one representative and a Nodal officer for implementation of this MOU.
- XVIII. Any dispute or difference arising between the Parties shall be settled amicably.
- XIX. This MoU shall be without prejudice to any other MoU entered into between the Parties earlier, and shall not in any way affect any other understanding as may be necessary for any other project.

XX. The Parties May mutual consent decides on further amendments to this MOU, as may be considered necessary to ensure smooth and efficient execution of the Projects.

IN WITNESS thereof, the **PARTIES** hereto have signed this MOU on the date first written above by their duly authorized representatives.

For and on behalf of the Ministry of Railways	For and on behalf of the Government of Jharkhand	For and on behalf of Ministry of Coal
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Advisor	Secretary,	Additional Secretary,
Railway Board	Dept. of Transport	Ministry of Coal
Ministry of Railways	Govt. of Jharkhand	

WITNESS:

- 1.
- 2.
- 3.

झारखण्ड राजकीय मुद्रणालय, राँची द्वारा प्रकाशित एवं मुद्रित,
झारखण्ड गजट (असाधारण) 309—50 ।